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Cook County Recorder

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WHEN RECORDED MAIL TO:

LaSalle Bank, F.S.B. 8303 W. Higgins Road – Suite 500 Chicago, IL 60631–2983 09142760

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FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Debora Thompson Todd 396678-0 8303 W HIGGINS, SUITE 500 CHICAGO IL 60631

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 28, 1999, BETWEEN Landtrust Officer (referred to below as "Grantor"), whose address is 4800 N. Harlom Avneue, Harwood Heights, IL 60656; and LaSalle Bank, F.S.B. (referred to below as "Lender"), whose address is 8303 W. Higgins Road – Suite 500, Chicago, IL 60631–2983.

MORTGAGE. Grantor and Lender have entered into a mortgage dated April 13, 1994 (the "Mortgage") recorded in COOK County, State of Illinois as follows:

Recorded 05-13-94 as document number 94430878 made Ly Parkway Bank and Trust Company, as Trustee, u/t/n 8870 dated 06-10-88 to LaSalle Bank FSB in the criginal amount of \$275,000.00.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in COOK County, State of Illinois:

LOTS 91 AND 92 IN PRAIRIE AVENUE ADDITION TO AUSTIN, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF CHICAGO, HARLEM AND BATAVIA RAILWAY COMPANY'S RIGHT OS WAY, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as **60 N. Mason Avenue**, **Chicago**, **IL 50644**. The Real Property tax identification number is 16–08–418–005.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

To modify any and all references in the mortgage to the Note such that any and all references after the date hereof are deemed to refer to the note as identified by that certain Change in Terms Agreement of even date herewith...

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

(Continued)

EACH GRANTOR, ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND\EACH GRANTOR, AGREES TO ITS TERMS. upon the direction of it's beneficiaries This Agreement is signed by Parkway Bank & Trust Co., not PARKWAY BANK & TRUST CO. individually but solely as Trustee under a certain Trust Agreement 8870 made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and LANCE PARTSIDENT FIRUST. said Trustee shall not be personally lighter for the performance of andtrust Officer any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank and Trust Co., is hereby expressly waived by the parties hereto and their respective successors and assigns. PARKWAY BANK & TRUST COMPANY IS EXECUTING THIS **DOCUMENT SOLELY IN IT'S CAPACITY AS LAND TRUSTEE WITH** LENDER: THE AUTHORIZATION AND DIRECTION OF IT'S BENEFICIARY AND HAS NO PERSONAL KNOWLEDGE OF ANY OF THE LaSalle Bank, F.S.B. FACTS OR STATEMENTS CONTAINED HEREIN NOR THE ABIL-ITYTO PERFORMANY OF THE ACTS ASSOCIATED THEREWITH. Authorized Office INDIVIDUAL ACKNOWLEDGMENT COUNTY OF On this day before me, the undersigned Notary Public, personally appeared Lar. trust Officer, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein

mentioned. Given under my hand and official seal this 16TH day of NOVEMBER

Residing at PARKWAY BANK & TRUST CQ.

Notary Public in and for the State of 4800 N. HARLEM AVENUE

HARWOOD HEIGHTS, ILL, 60656 My commission expires

> **LUBA KOHN** NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 05/22/2000

> > 09142760

10-28-1999 Loan No 396678-0

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS	_)
COUNTY OF COOL) ss
On this 28th day of October, 19 99, t	e said Lender, duly authorized by the Lender through its therein mentioned, and on oath stated that he or she is
Notary Public in and for the State of States	"OFFICIAL SEAL"
My commission expires // /2000	ANN ORTIZ NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 11/08/2000
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.24a (c) 1999 IL-G201 E3.24 F3.24 TODD6780.LN R32.OVL]	· ·
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